

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and MAIN STREET STUDIOS, LLC ("Owner") and HIGH POST, LLC dba EPIC SHOES ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner and/or Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of \$50,000 and the Owner and/or Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner and/or Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and/or Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER and/or Tenant do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This

Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and/or Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (**\$50,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner and/or Tenant have submitted paid invoices from contractor(s) to the Agency.
- b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

- e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".
- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. **Option Term.** The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. **Repurchase Price.** If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. **Title, Escrow and Closing Costs.** The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner and/or Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 90 days of execution of this Agreement by the Agency, Owner and/or Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Owner and/or Tenant shall complete the improvements within 180

days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner and/or Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner and/or Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the

existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2006 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").


Date of Agency Approval:

_____, 2006.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:



Counsel to the Agency

9/25/06
Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

OWNER – MAIN STREET STUDIOS, LLC

TENANT – HIGH POST, LLC DBA EPIC SHOES

By: _____
CINDY FUNKHOUSER
Its: MANAGING MEMBER

By: _____
EDWARD TODD BURDEN
Its: MANAGING MEMBER

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot Three (3) in Block Eight (8) of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

Lease for 1209 S Main Street, Las Vegas 89104 Proof of Ownership or Leasehold Interest

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, the "Demised Premises" described hereinafter, on the terms and conditions set forth in the Fundamental Lease Provisions, Articles 1 - 21 and the Exhibit "A", all of which cumulatively are the Lease Agreement ("this Lease").

Fundamental Lease Provisions

A. Date of Execution: This 28th day of Oct, 2005

B. Landlord: Main Street Studios, LLC

Tenant: High Post, LLC

Tenant's Tax Identification Number:

200292986

Tenant's Trade Name: EPIC

C. Use of Premises: Retail

D. Address of Demised Premises: 1209 S. Main Street, Las Vegas, NV 89104

E. Floor Area of the Demised Premises: approx 2500 sq. ft.

F. Term: The term of this Lease shall be for a period of 5 (five) years, commencing on the 1st day of December, 2005.

G. Rental: Rental shall consist of the following:

1. Guaranteed Monthly Rental shall be four thousand three hundred and seventy five (\$4,375.00) dollars, payable monthly
2. Tenant's Security Deposit shall be two thousand five hundred dollars (\$2,500.00). In addition, Tenant shall pay first and last months rent of eight thousand seven hundred and fifty dollars (\$8,750.00) dollars. Last months rent to be paid in full within 60 days of signing of this lease. 1st months rent due + payable 11/15

H. Address for Rental Payments and Notices: Main Street Studios, LLC, 1228 S. Casino Center Blvd., Las Vegas, NV 89104.

I. Tenant's Address for Notices: 1209 S. Main Street, Las Vegas, NV 89104

Lease Guarantors:

1000 Burden
1005 TATLER DR.
N. Las Vegas, NV. 89048

E. J. B. Q.

THIS LEASE is made and entered into the day and year set forth in Paragraph A of the Fundamental Lease

Provisions, by and between the Landlord, as delineated in Paragraph B of the Fundamental Lease Provisions, and Tenant(s), as delineated in Paragraph C of the Fundamental Lease Provisions, and for no other purpose whatsoever without the prior written consent of Landlord.

Article I. USE

1.01 Landlord hereby leases to Tenant, and Tenant hereby lease from Landlord, the Demised Premises with appurtenances described as hereinafter set forth, for the purpose and use of conducting therein the business set forth in Paragraph D of the Fundamental Lease Provisions, and for no other purpose whatsoever without the prior written consent of Landlord

Article II. PREMISES

2.01 The premises Leased to Tenant, together with appurtenances, are hereinafter referred to as the "Demised Premises" and are situated at the address, City and County in the State of Nevada as set forth in Paragraph E of the Fundamental Lease Provisions.

Article III. TERM

3.01 The term of this Lease shall be for the period set forth in Paragraph G of the Fundamental Lease Provision, plus any fractional portion of a month hereinafter set forth. Said term shall commence on the date and year set forth in Paragraph G of the Fundamental Lease Provisions. If the commencement date does not occur on the first day of a calendar month, the fractional portion of such month shall be added to the fixed term hereinabove set forth. In that event, however, Tenant shall pay rent for the fractional portion of such month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term hereunder commences, and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance, as hereinafter provided. Tenant's obligation to pay rent shall commence on the date set forth in Paragraph H -1 of the Fundamental Lease Provisions.

Article IV. RENTAL

4.01 Guaranteed Minimum Monthly Rental. Tenant shall pay to Landlord during the term of this Lease, as Guaranteed Minimum Monthly Rental for the Demised Premises, the sums set forth in Paragraph H-1 of the Fundamental Lease Provisions per month, which sum shall be paid in advance on the first day of each calendar month throughout the term of this Lease. Said rental shall commence on the commencement of the term of this Lease as set forth in the Fundamental Lease Provisions and Article III hereof with proration of rentals for any partial calendar month of the term. All rental to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, at Landlord's office as designated herein, or at such other place or places as may be designated in writing from time to time by Landlord. The due date of Guaranteed Minimum Monthly Rental is the first day of each month. Guaranteed Minimum Monthly Rental in default shall be subject to an additional charge of five percent (5%) of the amount owed. Landlord hereby acknowledges receipt from Tenant the sum set forth in Paragraph H-2 of the Fundamental Lease Provisions to be held by Landlord without liability for interest thereon, as a deposit to secure the performance by Tenant of all

the terms, covenants and conditions of this Lease to be performed on Tenant's part and to remedy any defaults thereof by Tenant, including but not limited to, payment of Guaranteed Minimum Monthly Rental, property taxes, insurance, utilities, maintenance charges, repairing damage to the Demised Premises and to clean and restore the Demised Premise on termination of this Lease.

If any Guaranteed Minimum Monthly Rental set forth hereunder is not paid on the due date on two (2) or more separate occasions in any calendar year, then at Landlord's sole option, Landlord may demand thereafter that all Guaranteed Minimum Monthly Rental and Additional Rentals be paid quarterly in advance. Nothing shall be construed herein as requiring Landlord to accept any Guaranteed Minimum Monthly Rental or Additional Rental if tendered after the due date.

4.02 Annual Rental Adjustment. Guaranteed Minimum Monthly Rental herein above shall be increased in proportion to the increase in the Consumer Price Index (the CPI); provided, however, that each such annual increase shall not in any event be less than three percent (3%) over or more than eleven percent (11%) over the Guaranteed Minimum Monthly Rental payable for the immediately preceding Lease Year. The CPI for any year shall be determined by averaging the quarterly indexes for the past year up to the most recent quarter published, as published by the U.S. Department of Labor Bureau of Labor Statistics. If the CPI becomes unavailable or the manner in which the CPI is determined is substantially revised, Landlord will substitute therefore a comparable index based on change in the cost of living or purchasing power of the consumer dollar published by any government agency, major bank, or university.

4.03 Additional Rental. In addition to the Guaranteed Minimum Monthly Rental, Tenant shall pay to Landlord, at the time and in the manner herein specified, additional rental ("Additional Rental") as follows:

- (a) Personal Property taxes, as set forth in Article VI of this Lease.
- (b) Building repair and maintenance expenses, as set forth in Article XI of this Lease; and
- (c) Utilities as set forth in Article XVII of this Lease.

Tenant is obligated under this Lease to reimburse Landlord as Additional Rental for Tenant's share of certain costs and expenses, which include applicable taxes, building and repair expenses, and utilities. It is agreed that rather than bill and collect said Additional Rental after the expenses are incurred, Landlord may estimate Tenant's share of said costs and expenses, excluding building repair and maintenance expenses for a period of not more than twelve (12) months in advance, and may collect and impound Tenant's estimated share in advance, on a monthly basis. On or before March 1 of each year, Landlord shall provide to Tenant a reconciliation of any of Tenant's accounts which are impounded for twelve (12) month period ending the preceding December 21st. Said reconciliation shall set forth in reasonable detail the costs and expenses paid by Landlord and shall include a computation as to Tenant's pro rata share. If Tenant has paid more than its share of said costs and expenses and payments of Additional Rental during the year for which the reconciliation is made, Landlord shall accompany said reconciliation with a refund of the overpayment or may apply overpayment to the next year's costs. In the event of an underpayment, Tenant shall pay to Landlord the amount of said underpayment within ten (10) days after the date of mailing of the statement of reconciliation (due date). Tenant's payment of the amount of said underpayment is in default if not received by Landlord within ten (10) days of the due date. The amount of said underpayment in default shall

subject to an additional charge of five percent (5%) of the amount owed as a late charge.

If Landlord elects to impound any of the above costs and expenses, Tenant's estimated share of said costs and expenses shall be payable as Additional Rental on a monthly basis and the impounded costs and expenses are due as Additional Rental on the first (1st) of the month and are in default if not received by Landlord on such day. Impound amounts which are in default are subject to an additional charge of five percent (5%) of the amount owed as a late charge.

If any Guaranteed Minimum Monthly Rental or Additional Rental set forth hereunder is not paid on or before the due date on two (2) or more separate occasions in any calendar year, then at Landlord's sole option, Landlord may demand thereafter that all Guaranteed Minimum Monthly Rental and Additional Rentals be paid quarterly in advance. Nothing shall be construed herein as requiring Landlord to accept any Guaranteed Minimum Monthly Rental or Additional Rental if tendered after the due date.

Article V. REAL ESTATE TAXES AND RENTAL TAXES

5.01 Normal, annual real estate taxes are included in the Guaranteed Monthly Rental.

Article VI. PERSONAL PROPERTY TAXES

6.01 During the term hereof, Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Demised Premises and, when possible, Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. If any or all of Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Landlord's real property, Tenant shall pay as Additional Rental to Landlord its share of such taxes within ten (10) days after written demand by Landlord to Tenant setting forth the amount of such taxes applicable to Tenant's property. Landlord may estimate the amount of such taxes next due and impound as Additional Rental from Tenant on a monthly basis Tenant's estimated obligation as set forth herein.

Article VII. CONSTRUCTION

7.01 Tenant accepts the Demised Premises in its "as is" condition on the date of commencement of this Lease.

Article VIII. SIDEWALKS

8.01 Tenant agrees to comply with all City and State requirements pertaining to the use and maintenance of sidewalks. Landlord shall not be held responsible for any use of sidewalks adjacent to said Demised Premises by Tenant nor for any fines or fees imposed by the City or State regarding said sidewalks due to misconduct or behavior by Tenant or peoples associated with Tenant.

Article IX. USES PROHIBITED

9.01 Tenant shall not use or permit said Demised Premises or any part thereof to be used for any purpose or purposes other than the purpose or purposes for which said Demised Premises are hereby leased. No use shall be made or permitted to be made of said Demised Premises, nor acts done, which

will increase the existing rate of insurance upon the building in which said Demised Premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said building or any part thereof. Tenant shall not sell or permit to be kept, used or sold in or about said Demised Premises any article which may be prohibited by standard form of fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements pertaining to the use of said Demised Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances. If Tenant's use of the Demised Premises recited in Paragraph D of the Fundamental Lease Provisions and Article I hereof results in a rate increase for the building of which the Demised Premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as Additional Rental and without proration, a sum equal to that of the additional premium occasioned by said rate increase.

Article X. ALTERATIONS AND FIXTURES

10.01 Tenant shall not make or suffer to be made any colorizing, advertising on the Demised Premises, painting, decorating, lighting, interior design, window decorations, window signage, wall hangings or any alterations of the Demised Premises or any part thereof (whether interior or exterior) without the prior written consent of Landlord and the prior receipt by Landlord of a copy of the Tenant's building permit and plans (interior and exterior). Any said decorations, additions to or alterations of the Demised Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Landlord. Any such alterations shall be in conformance with the requirements of all municipal, state and federal authorities. Tenant agrees to promptly fixturize the store in a manner comparable to a store of similar nature.

Tenant is solely responsible for all costs associated with any additions or alterations to the Demised Premises performed by or for Tenant, including any and all permit fees, license fees, utility charges or other fees or charges, except those costs expressly agreed to be paid by Landlord under the terms of this Lease.

All trade and other fixtures, equipment and furniture placed in or on the Demised Premises by Tenant shall be subject to Landlord's lien as provided by the applicable law. In addition, Tenant agrees that if Tenant is in default of this Lease or terminates the same prior to the expiration date thereof, that all of said fixtures, equipment and furniture placed on the premises by Tenant shall remain thereon and belong to Landlord as and for a portion of its liquidated damages incurred and, upon said occurrence, Tenant hereby assigns and transfers said fixtures, furnishings and equipment to Landlord. Tenant hereby grants Landlord a security interest in and a lien upon all said fixtures, equipment and furniture as additional security for compliance with the terms, conditions and provisions of this Lease.

Article XI. MAINTENANCE AND REPAIR

11.01 Tenant shall, subject to Landlord's obligations as hereinafter provided, as all times during the term hereof, and as Tenant's sole cost and expense, keep, maintain, and repair the building interior and other improvements upon the Demised Premises in

good and sanitary order and condition, including, without limitation, painting, the maintenance, repair and replacement of any storefront, doors, signage, plate glass replacement if cracked or broken, flooring, window casements, glazing, heating and air-conditions systems, plumbing, plumbing fixtures, pipes, electrical wiring and conduits. Landlord shall maintain or replace heating and air-conditions systems, plumbing, plumbing fixtures, pipes, electrical wiring and conduits if said item(s) fail due to normal aging and not abuse or misuse by Tenant for the period of up to one year from the signing of this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord, and Tenant hereby waives all rights provided for by provisions of any applicable law. By entering into the Demised Premises, Tenant accepts the Demised Premises as being in good and sanitary order, condition and repair, and Tenant agrees on the last day of said term or sooner termination of this Lease to surrender the Demised Premises, with appurtenances, in the same condition as when received reasonable use and wear and thereof excluded. Tenant shall periodically sweep and clean the sidewalks adjacent to the Demised Premises as and when needed. If any maintenance or repairs required to be made by Tenant herein are not made within ten (10) days after written notice delivered to Tenant, Landlord may at its option make such maintenance or repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of same. Tenant shall pay to Landlord upon demand as Additional Rental hereunder the cost of same plus an additional amount equal to five percent (5%) of the cost incurred by Landlord as an administrative charge.

11.02 Landlord shall, subject to Tenant's reimbursement as herein provided, maintain in repair the exterior walls, roof and sidewalks. Except for emergencies, Tenant agrees that it will not permit or authorize any person to go onto the roof of the building of which the Demised Premises are a part without the prior written consent of Landlord. Said consent will be giving only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant, at Tenant's expense, and will be made by Landlord's roofing contractor in such a manner so as not to invalidate any guarantee relating to said roof. Landlord shall not be required to make any repairs to the exterior walls, roof, and sidewalks unless and until Tenant has notified Landlord in writing of the need of such repairs and Landlord shall have had a reasonable period of time thereafter to commence and continue said repairs. Landlord may, at its sole discretion, arrange for a maintenance contract of all roof and/or exterior wall structures, the cost of which shall be Tenant's responsibility, provided that the repairs or maintenance are caused in whole or in part by the act, neglect, fault or omission of Tenant, its agents, employees, customers or invitees, or by breaking and entering on the Demised Premises. Tenant shall pay as Additional Rental to Landlord the total cost of such repairs and maintenance. Said Additional Rental is due ten (10) days after the date of mailing (due date) of the statement therefore, and is in default if not received by Landlord within ten (10) days of the due date. Additional Rental in default shall be subject to an additional charge of five percent (5%) of the amount owed as a late charge.

11.03 With regard to the heating and air-conditioning systems, Tenant shall have a certified air-conditioning

maintenance firm provide periodic inspection and servicing in accordance with generally accepted standards of maintenance in the county in which the Demised Premises are situated. In the alternative, Landlord may provide said maintenance, but all of the expenses in connection with the maintenance of said heating and air-conditioning system shall be charged to Tenant.

Article XII. COMPLIANCE WITH LAWS

12.01 Tenant shall, at its sole cost and expense, comply with all the laws and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the Demised Premises, and shall faithfully observe all municipal ordinances and state and federal statutes now in force or which shall hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute shall be conclusive of that fact as between Landlord and Tenant.

12.02 Tenant shall not commit, or suffer to be committed, any waste upon the Demised Premises or any act, nuisance or other thing which may disturb the quiet enjoyment of Landlord or by other Tenant or business invitees in the Shopping Center in which the demised Premises may be located.

Article XIII. INSURANCES AND INDEMNITY

13.01 Tenant, as a material part of the consideration to be rendered to Landlord under this lease, hereby waives all claims against Landlord for damage to fixtures, goods, ware and merchandise in, upon or about said Demised Premises and for injuries to persons in or about said Demised Premises, from any cause arising at any time; and Tenant will hold Landlord exempt and harmless from any damage or injury to any person, or the fixtures, goods, wares and merchandise of any person, arising from the use of the Demised Premises by Tenant, or from the failure of Tenant to keep the Demised Premises in good condition and repair as herein provided. Tenant hereby waives all claims against Landlord for damage to fixtures, goods, wares and merchandise in, upon or about said Demised Premises and for injuries to persons in or about said Demised Premises resulting from any cause whatsoever. Tenant holds Landlord exempt and harmless from any damage or injury to any person, or the fixtures, goods, wares and merchandise of any person, resulting from any cause whatsoever. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand may be made. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Demised Premises from any cause whatsoever, and Tenant hereby waives all claims in respect thereto against Landlord.

13.02 During the term of this Lease, Tenant shall, at Tenant's sole cost and expense (but for the mutual benefit of Landlord and Tenant) maintain comprehensive public liability insurance, including contractual liability specifically including the hold harmless provisions contained in the Lease, and a cross-liability clause against claims for personal injury, death or property damage occurring in, upon or about the Demised Premises and on any

sidewalks directly adjacent to the Demised Premises. The limitation of liability of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) with respect to injury or death to one person, and not less than One Million Dollars (\$1,000,000.00) with respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage. From time to time, Landlord may require Tenant to purchase additional types of insurance coverage or to increase the limits of liability of any insurance. All insurance shall be carried with companies satisfactory to Landlord, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least twenty (20) days prior to cancellation of such insurance. All such policies of insurance shall name Landlord as an additional insured and shall provide that it is primary insurance to and noncontributing with any other insurance available to Landlord and such policies of insurance or copies thereof (or at Landlord's option, a valid certificate of insurance) shall be delivered to Landlord prior to commencement of Tenant's occupancy hereunder and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may, in its sole discretion, obtain such insurance and Tenant shall pay to Landlord on demand as Additional Rental hereunder the premium cost thereof, plus an additional amount equal to five percent (5%) of the cost incurred by Landlord as an administrative charge.

13.03 During the Lease term, Tenant shall maintain in full force on all of its fixtures, equipment, exterior signs and Leasehold improvements in or appurtenant to the Demised Premises a policy or policies of fire insurance with an extended coverage endorsement for not less than ninety percent (90%) of their insurable value. All of the proceeds of such policy shall be used for the repair or replacement of the fixtures(s) so insured.

Article XIV. FREE FROM LIENS

14.01 Tenant shall keep the Demised Premises and the property of which the Demised Premises are a part completely free and clear from any liens arising out of any work performed, material furnished or obligation incurred by or on behalf of Tenant. If any such lien is filed against the Demised Premises or the Shopping Center, Tenant shall, within ten (10) days thereafter, cause the lien to be fully discharged by either paying the obligation secured thereby or obtaining and recording a payment bond in accordance with the provisions of Nevada law. Tenant is not authorized to act for or on behalf of Landlord as its agent or otherwise for the purpose of constructing any improvements to the Demised Premises, and neither Landlord nor Landlord's interest in the Demised Premises shall be subject to any obligation incurred by Tenant. Landlord shall be entitled to post on the Demised Premises during the course of any construction by Tenant such notices of non-responsibility as Landlord deems appropriate for the protection of Landlord and its interest in the Demised Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord written notice of its intention to do so in sufficient time to permit the posting of such notices. If Tenant fails to fully discharge any such lien within said ten (10) day period, Landlord may (but shall not be so obligated) pay the claim secured by such lien and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be

immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord together with an administrative charge equal to five percent (5%) of the cost incurred by Landlord. If any claims of lien are filed against the Demised Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

Article XV. ABANDONMENT

15.01 Tenant shall not vacate or abandon the Demised Premises at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the Demised Premises or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Demised Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be mortgaged to Landlord. Except when caused by construction or remodeling on the Demised Premises, a period of ten (10) consecutive days during which the Demised Premises are not regularly open for business shall be deemed an abandonment for purposes of this Lease, without regard to whether Tenant is or is not in default in the payment of rent.

Article XVI. SIGNS, STOREFRONTS AND AUCTIONS

16.01 Tenant shall not, without Landlord's prior written consent: make any changes to or paint the storefront; install any exterior lighting, decorations or paintings; erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises. All signs, decorations and advertising media shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance and use. Anything to the contrary to this Lease notwithstanding, Tenant shall not affix any sign to the roof of any building in the Shopping Center.

16.02 Tenant agrees to furnish and install, at its own expense, all signs. Said signs shall be in place no later than thirty (30) days following the date Tenant opens for business. Tenant shall submit a copy of drawings of signs and receive Landlord's written approval prior to ordering or placement of any sign. All expenses in connection with the maintenance and operation of such signs shall be paid for by Tenant.

16.03 Tenant shall keep its signs, exterior lighting and display windows lit during the hours that Landlord in its sole discretion may reasonably require.

16.04 Tenant shall not conduct or permit to be conducted any sidewalk sales, going out of business sale or any sale by auction in, upon or from the Demised Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding without Landlord's written approval.

16.05 Tenant may not display or sell merchandise, or allow grocery carts, vending machines, displays or other

similar devices within the control of

Tenant, to be stored or to remain outside the defined exterior walls and permanent doorways of the Demised Premises without Landlord's written

approval. Tenant further agrees not to install any exterior lighting, amplifier or similar devices or use in or about the Demised Premises any

advertising medium which may be heard or seen outside any building in the Demised Premises, such as flashing lights, searchlights, loudspeakers, phonograph, radio or other broadcasts.

Article XVII. UTILITIES

17.01 Tenant shall pay before delinquency all charges for water gas, heat, electricity, power, telephone services and all other services or utilities,

including any additional connection, or other fees required to be paid as a result of Tenant's use of the Demised Premises. If any utility is not

separately metered, Tenant agrees to reimburse Landlord for the cost of said service as Additional Rental.

Additional Rental in default shall be subject

to an additional charge of five percent (5%) of the amount owed as a late charge. Landlord may estimate the amount of said service of utilities which

are not separately metered and collect and impound as Additional Rental from Tenant on a monthly, annual or fixed amount basis the amount of Tenant's pro

rata share to be determined by the ration that the floor area of the Demised Premises bears to the total floor area of all occupied shops in the Shopping

Center.

17.02 If Tenant fails to pay any utility charges as set forth herein and Landlord is held liable therefore by the utility company, then such

nonpayment by Tenant shall be deemed a material breach of this Lease and an event of default under this Lease. Notwithstanding any other provisions of

this Lease, upon service of a written notice by Landlord to Tenant of such event of default for failure to pay such utility charges and Tenant's

failure to cure said default within three (3) days of the service of said notice, Landlord may terminate this Lease.

17.03 As to any utilities set forth in Paragraph 17.01 hereof or furnished by Landlord pursuant to Article XVII hereof, it is expressly agreed that

they are rendered only under an express contract created by this Lease and that Landlord may at any time discontinue furnishing any such services

without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such services. Landlord shall not b

liable to Tenant for any interruption whatsoever in utility services.

Article XVIII. ENTRY AND INSPECTION

18.01 Tenant shall permit Landlord and its agents to enter into and upon the Demised Premises at all reasonable times for the purposes of inspecting

the same or for the purpose of maintaining the building in which said Demised Premises are situated, or for the purpose of making repairs,

alterations or addition to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as

may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the

property in which the Demised Premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above

without any rebate of rent or without any liability to Tenant for any loss of occupation or quiet enjoyment of the

Demised Premises thereby occasioned.

Tenant shall permit Landlord, at any time within ninety (90) days prior to the expiration of his Lease, to place upon said Demised Premises any usual or ordinary "For Lease" signs and during such ninety (90) day period. Landlord or its agents may during normal business hours enter upon said Demised Premises and exhibit same to prospective tenants.

18.02 Upon request, Tenant shall provide Landlord with a key to the premises for purposes of emergency entry by Landlord or its agents. Use of this key is to be restricted to emergency situations or as permitted by Tenant under the provision hereof.

Article XIX. DAMAGE AND DESTRUCTION OF PREMISES

19.01 If the Demised Premises shall be damaged by the elements or other casualty or by fire, for which insurance proceeds are payable to Landlord, and not due to Tenant's negligence or misconduct, Landlord shall promptly, to the extent of the proceeds of insurance received in connection therewith, cause such damage to be repaired, and the minimum rent shall be abated proportionately as to the portion of the Demised Premises rendered untenable (if any); provided, however, that if the Demised Premises or the building of which they are a part are damaged or destroyed to the extent of 25% or more, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed premises, and in such event this Lease shall terminate as of the date of the said occurrence, the rent to be adjusted as of such date. Landlord shall have no obligation to rebuild or repair as a result of a casualty except as stated in this paragraph.

19.02 Landlord's obligation to rebuild and repair under this Article XIX shall be limited to restoring the Demised Premises to substantially the condition in which they existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant or by Landlord at the expense of Tenant (whether or not technical title may be in Landlord by terms of this Lease or otherwise), all of which shall be restored by Tenant at its sole cost and expense.

19.03 Each party hereto waives the entire right of recovery each may have against the other, their officers and employees, on account of loss or damage, including consequential loss, to the Demised Premises and property in and about the Demised Premises arising from any cause which could be insured against by fire and extended coverage insurance whether or not such insurance is in force. If such insurance is now in force, or is hereafter acquired, each party agrees to notify its insurance carrier that it has waived its entire right of recovery against the other as aforesaid, including the right of subrogation by said insurer.

Article XX. ASSIGNMENT AND SUBLETTING

20.01 Tenant shall not assign this Lease or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person to occupy or use the Demised Premises or any portion thereof without first obtaining the written consent of Landlord. Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a

consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically an in performance of the terms an provision on the part of Tenant to be kept and performed, unless Landlord specifically an in writing releases the original named Tenant from said liability. All assignments and subletting shall be strictly subject tot the terms of this Lease. Any assignment or subletting without the prior written consent of Landlord shall be an event of default hereunder, and shall be void and shall, at the option of Landlord, terminate this Lease. Neither this Lease nor any interest therein is assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord. No assignment approval by Landlord shall man approval of a use not specifically set forth herein. Any differing of use of extension of use by Tenant or an assignee will, at the option of Landlord, terminate this Lease. Landlord shall be entitled to any and all rentals, monies or other considerations (on all assignments or sublettsings) in excess of Tenant's rental amount hereunder. If Tenant is a partnership or corporation, any sale of any portion of Tenant shall be deemed an assignment hereunder.

Article XXI. DEFAULT

21.01 Any of the following shall constitute a default by Tenant under the terms of this Lease:

- (a) The failure to pay any installment of rent or any other sum or payment anywhere in this Lease herein specified to be paid by Tenant as and when the same is due and payable.
- (b) Default, partial or otherwise, under the provisions of Articles XV, XVI, XX, XXII, XXV, XXVIII, XLII and /or LI herein;
- (c) The default in the observance of performance of any of the Tenant's covenants, agreement or obligations hereunder, other than those described in Paragraph 21.1(a) and (b) above, and such default shall not be cured within thirty (30) days after Tenant is given such written notice, if Tenant shallnot have begun proceedings to cure the same, or if Tenant shall not prosecute the curing of such default as rapidly as possible under the circumstances.

21.02 In the case of such default or defaults described in Paragraph 21.1 above, then Landlord, in addition to all other rights and remedies Landlord may have at law or in equity, shall have the following rights and remedies:

- (a) The immediate right of re-entry without notice to Tenant, to change all locks to prohibit Tenant's access, and remove all persons and property from the Demised Premises; and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant;
- (b) The right to either terminate this Lease or from time to time, without terminating this Lease, to re-let the Demised Premises for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon any such re-letting, Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due

hereunder, the cost and expenses of such re-letting and of such alteration and repair incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for the period of such re-letting;

(c) The right to recover from Tenant all unpaid rent under this Lease regardless of whether this Lease is terminated or Landlord re-enters or re-lets the Premises; and

(d) The immediate right to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord elects to terminate this Lease, then Landlord may recover from Tenant:

(i) All unpaid rent owed by Tenant as of the date of termination; plus

(ii) All rent which would have been payable by Tenant under this Lease but for its termination after termination until the time of award; plus

(iii) All rent under Lease for the balance of the term after the time of award; plus

(iv) All other damages incurred by Landlord as a result of Tenant's default.

The term "rent" or "rental payment" as used herein, shall be deemed to be and to mean the Guaranteed Minimum Monthly Rental, Additional Rental, and all other sums required to be paid by Tenant pursuant to the terms of this Lease.

No re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

Tenant acknowledges that Landlord has executed this Lease in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Lease that many of the financial information furnished by Tenant is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Lease, which default shall not be subject to cure and which shall entitle Landlord to exercise all remedies reserved by Landlord under this Lease or otherwise available to Landlord by law.

In the event of a default of any rental payment or other payment due under this Lease, Landlord may in Landlord's notice to Tenant of such default, require the Tenant's payment to cure the default be in cash, cashier's check and/or certified check. Landlord and Tenant agree that should Landlord so elect to require payment by cash, cashier's check or certified check in Landlord's notice to Tenant, a tender of money to cure the default which is not in the form request by Landlord shall be deemed a failure to cure the default. Nothing contained in this Article shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided elsewhere in this Lease, or by law or in equity.

Any amount due to Landlord which is not paid when due shall, in addition to all late charges and administrative charges, bear interest from the date due until paid at a rate equal to eighteen percent (18%) per annum. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Exhibit 'A'

Photos of interior of Premises upon occupancy of premises.

Tenants:

EBL 10/27/05

Landlord:

Main Street Studios. LLC

Property Manager, Cindy Funkhouser

10/27/05

Addendum to lease dated October 28, 2005


Lease entered into by High Post, LLC, tenant, and Main Street Studios LLC,
owner

Orig:

F.Term: The term of this lease shall be for a period of 5 years commencing
on the 1st day of December, 2005

Addendum:

Term of lease shall be for a period of 5 years commencing on the 1st day of
December, 2005 with an option to renew for 2 years at a rental rate of \$5,500
(five thousand five hundred dollars)

 9/26/06
TODD BURDEN
Print Name/Tenant

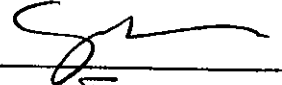
 9/21/06
Cindy Funkhouser
Print Name/Property Manager

EXHIBIT A

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Main Street right-of-way and easterly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-03-110-082

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MAIN STREET STUDIOS, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land as provided.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...
...
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
____ day of _____, _____.

By: _____
CINDY FUNKHOUSER

Its: MANAGING MEMBER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2006 by Cindy Funkhouser as Managing Member of Main Street Studios, LLC

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2006 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Three (3) in Block Eight (8) of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Main Street right-of-way and easterly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$50,000.00 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$50,000.00

Anytime during second year: \$40,000.00

Anytime during third year: \$30,000.00

Anytime during fourth year: \$20,000.00

Anytime during fifth year: \$10,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-110-082

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between MAIN STREET STUDIOS, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1209 SOUTH MAIN STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 162-03-110-082; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the North Main Street right-of-way and easterly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections. Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the

Commercial Visual Improvement Agreement and Grant of Façade Easement dated _____
_____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Business Development and any other city department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas in the Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by City. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

- c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
 - d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
 - e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.
3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The City's Director of the Office of Business Development ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.
- In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.
4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of

curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with the fact that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.
7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: City of Las Vegas Redevelopment Agency
 400 Stewart Avenue, 2nd Floor
 Las Vegas, NV 89101
 Attn: Operations Manager

OWNER: Main Street Studios, LLC
 c/o Cindy Funkhouser, Managing Member
 1228 South Casino Center Boulevard
 Las Vegas, NV 89104

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Director of the Office of Business Development in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
- d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date first stated above, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the

Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____

Name: CINDY FUNKHOUSER

Title: MANAGING MEMBER – MAIN STREET STUDIOS, LLC

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____

OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2006 by Cindy Funkhouser as Managing Member of Main Street Studios, LLC..

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2006 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Three (3) in Block Eight (8) of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Main Street right-of-way and easterly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

ROLL DOWN SECURITY GATE	\$8,000.00
FRONT GLASS WINDOW	\$8,500.00
IRON STOREFRONT	\$3,500.00
PAINTING (FRONT, BACK, AND PREP WORK)	\$1,500.00
NEW BACK DOOR AND DELIVERY ROLL UP DOOR	\$1,250.00
SECURITY FENCING	\$750.00
<u>SIGNAGE & LIGHTING</u>	<u>\$3,500.00</u>
TOTAL ESTIMATED PROJECT COSTS	\$27,000.00
 Participant's Match Requirement (1:1)	 \$13,500.00
Estimated CVIP Grant	\$13,500.00

Note – Items in bold are "Pre-approved Qualified Exterior Improvements"

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 60 – 90 days, depending on contractor's work schedule/work load.

ATTACHMENT 6

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
	High Post, LLC dba EPIC Shoes
Name	Edward Todd Burden
Address	637 Blue Yucca Las Vegas, NV 89144
Telephone	702-630-4412 (cell)
EIN or DUNS	200292986

Block 2	Description:
	Subject Matter of Contract/Agreement: Commercial Visual Improvement Program – 1209 North Main Street
RFP #:	N/A

Block 3	Type of Business
	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation

Block 4	Disclosure of Ownership and Principals		
	In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.		
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Edward Todd Burden – Managing Member	1209 North Main Street Las Vegas, NV 89104	702-630-4412
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

E. T. Burden

Name - Edward Todd Burden

Date -

9/19/06

State of Nevada
County of Clark

This instrument was acknowledged before me on

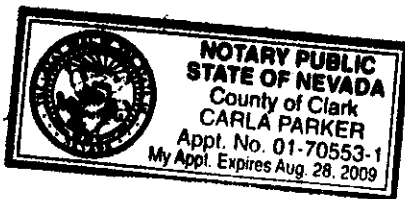
9-19-06

(date) by

Carla Parker

EDWARD T. BURDEN
(name of person)

Carla Parker
Notary Public -



ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, EDWARD TODD BURDEN, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the High Post, LLC dba EPIC Shoes, a company duly organized in the State of Nevada as a Limited Liability Company(Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1209 North Main Street("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☒
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☒

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 19th day of SEPTEMBER, 2006.

Participant Name: ED. BQ

Authorized Representative: _____

State of Nevada
County of Clark

This instrument was acknowledged before me on

SEPT 19, 2006 (date) by

EDWARD BQ (name of person)

John Carter
Notary Public -

